



October 5, 2011

To: All Plan Holders

**Subject: ADDENDUM 2 – Contract Documents and Specifications for Clearing and Grubbing of the Lake Forest Sports Park Property (PW 2009.01)**

Mayor  
Peter Herzog

Mayor Pro Tem  
Mark Tettmer

Council Members  
Kathryn McCullough  
Marcia Rudolph  
Scott Voigts

City Manager  
Robert C. Dunek

Addendum 2 forms a part of the contract documents and specifications for the above-mentioned project and modifies the original bid specifications as indicated below. Portions of the bid specifications not specifically mentioned in Addendum 2 remain in force. **The changes of the City of Lake Forest bid specifications for Clearing and Grubbing of the Lake Forest Sports Park Property (PW 2009.01) apply to the following sections and are as follows:**

### TECHNICAL SPECIFICATIONS

**Cactus Salvage Coordination:** The contractor shall coordinate with the Nature Reserve of Orange County (NROC) to identify cactus salvage areas prior to clearing operations and provide a 12' wide access path for delivery truck access. Contractor shall deliver approximately 3,250 CY of duff material (soil and compacted vegetation) collected from the project area during clearing operations to the area in Whiting Ranch depicted on the attached area map. If additional duff material from the project site is available, approximately 1,625 CY will need to be delivered to Loma Ridge as noted in the attached map as well. Contractor will be required to obtain a permit rider to NROC's County encroachment permit for the duff deliveries to these sites. Full compensation for this work shall be considered as included in the various items of work involved and no additional compensation will be allowed therefore.

### STREAMBED ALTERATION AGREEMENT

The attached Streambed Alteration Agreement approved by the California Department of Fish and Game is attached for bidders' reference. Contractor shall be responsible for ensuring compliance with the following Sections of the Agreement during clearing and grubbing operations as well as the storm water pollution prevention monitoring period:

- Sections 1.1 and 1.2
- Sections 2.1 through 2.5
- Sections 2.7 through 2.14
- Sections 2.16 through 2.29
- Section 2.31

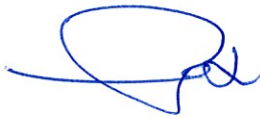
### END OF ADDENDUM 2

Addendum – Clearing and Grubbing of the Lake Forest Sports Park Property  
PW 2009.01  
October 5, 2011  
Page 2 of 2

**Bidders must acknowledge receiving Addendum 2 below as well as on page 11 of the project bid specifications, and must include this signed acknowledgement with the sealed bid, submitted to the City by 2:00 p.m. October 27, 2011. Bids not containing Addendum 2 may be deemed non-responsive and rejected.**

If you have additional questions regarding Addendum 2, please contact Luis Estevez, Public Works Manager, at (949) 461-3485.

Very truly yours,  
CITY OF LAKE FOREST

A handwritten signature in blue ink, appearing to read 'R. Woodings', with a large loop at the end.

Robert L. Woodings, P.E.  
Director of Public Works/City Engineer

Addendum 2 was received on: \_\_\_\_\_

Signed: \_\_\_\_\_  
                    Company Representative                      Company Name



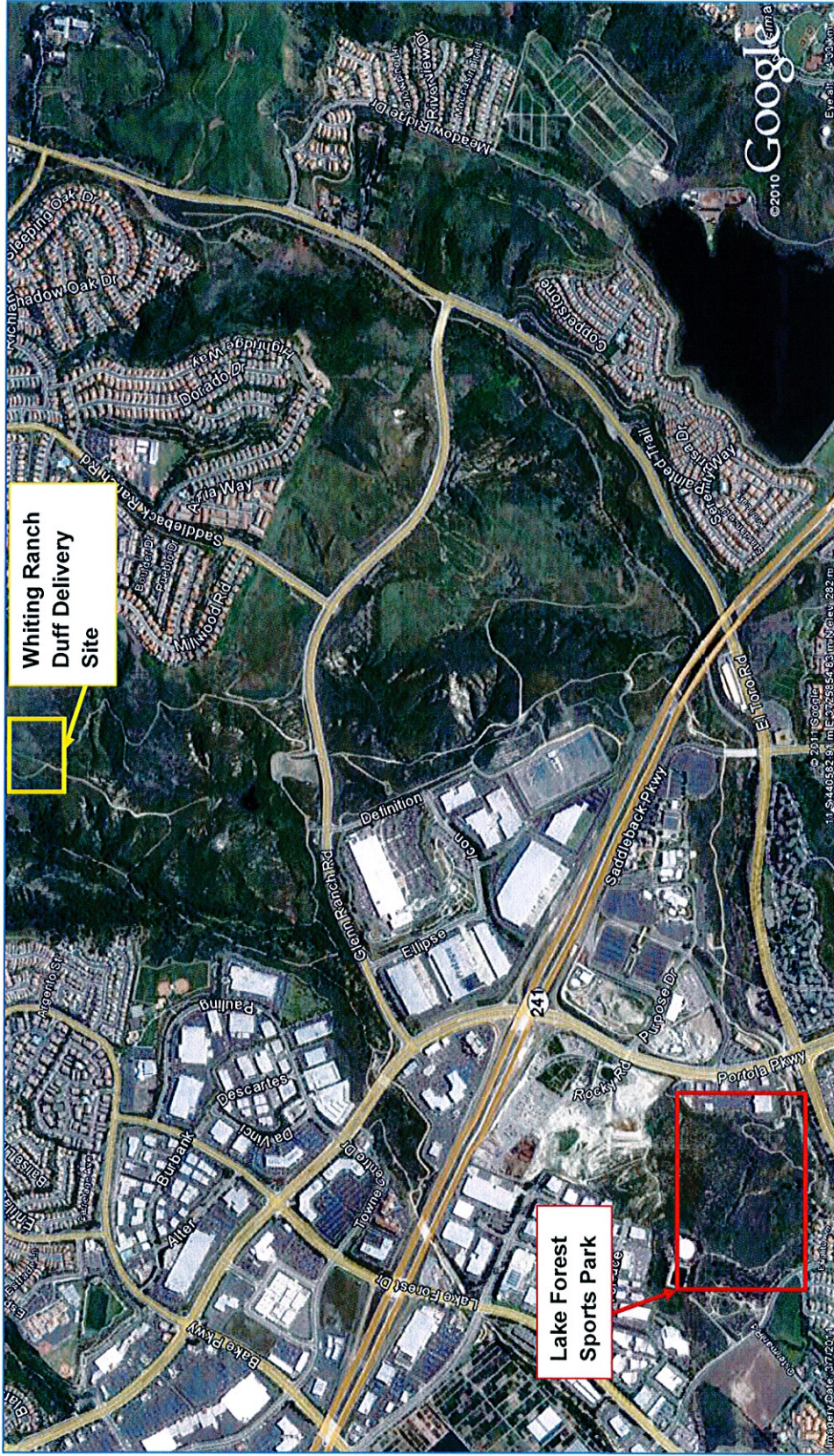


Figure 1. General location of Lake Forest Sports Park relative to Whiting Ranch site where 3,250 cubic yards of duff (soil and compacted vegetation) is to be delivered.



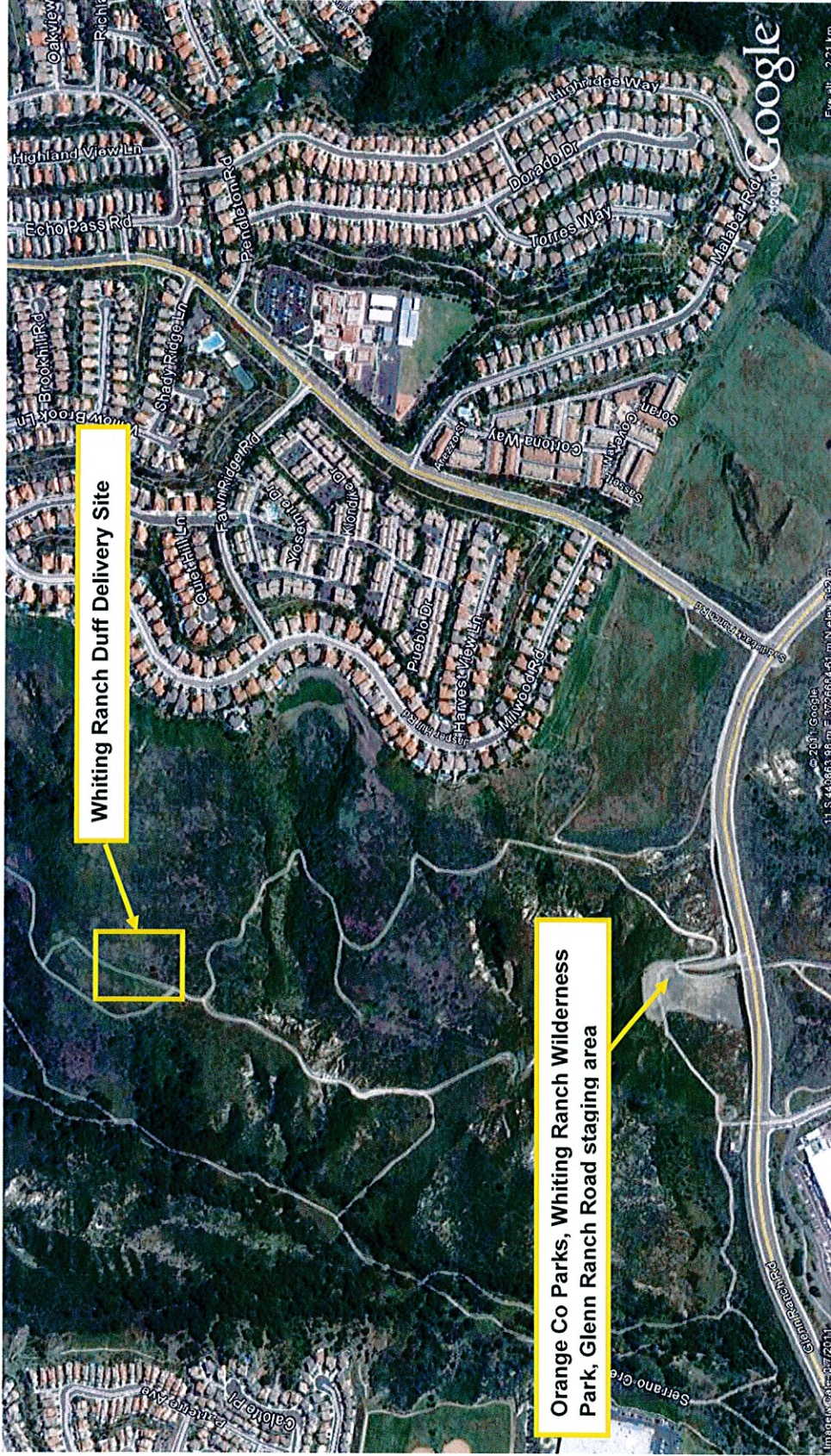


Figure 2. Close up of Whiting Ranch site where duff is to be delivered.



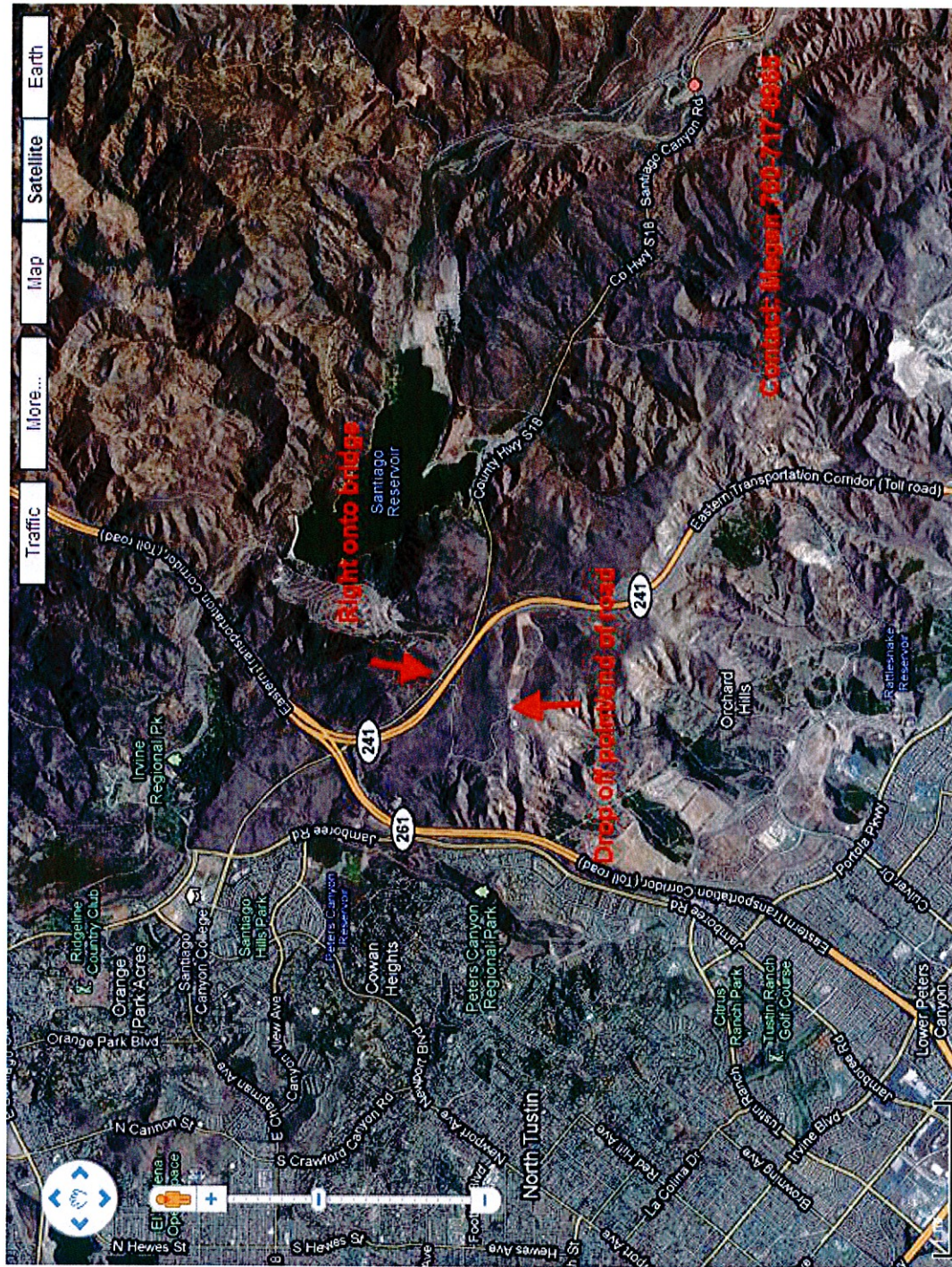


Figure 3. General location of Lomas Ridge site where 1,625 cubic yards of duff (soil and compacted vegetation) is to be delivered.





Figure 4. Close up of Lomas Ridge site where duff is to be delivered.



**CALIFORNIA DEPARTMENT OF FISH AND GAME**  
SOUTH COAST REGION  
4949 VIEWRIDGE AVENUE  
SAN DIEGO, CALIFORNIA 92123



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2011-0037-R5  
UNNAMED STREAMBED, AND GLASS CREEK, TRIBUTARY TO ALISO CREEK

CITY OF LAKE FOREST  
LAKE FOREST SPORTS PARK AND RECREATION CENTER

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and the City of Lake Forest (Permittee), as represented by Mr. Robert C. Dunek.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on January 24, 2011, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project site is located in the City of Lake Forest, County of Orange, California (Figure 1). The project site is depicted on the U.S. Geological Survey (USGS) 7.5-minute series El Toro topographic quadrangle Latitude 33.662017 N, Longitude 117.657269 W. The project site is located due west of Portola Parkway, north of El Toro Road, and south of CA State Highway 241 (Figure 2). The site can be accessed from the Interstate 5 freeway by exiting at El Toro Road and heading east. At Portola Parkway, turn left, and park at the south end of the first parking lot on the left. The site is due west of the parking lot.

## **PROJECT DESCRIPTION**

The project involves development of the entire 59-acre parcel (45 gross acres of impacts) into a sports park facility incorporating both active and passive uses (Figure 3).



The sports park would include up to six baseball/softball fields, up to five soccer/multi-use fields, up to six hard courts for basketball and tennis, up to two playgrounds including tot lots with sand and play structures, a 30,000-square foot recreation center, a small amphitheater adjoining the recreation center, surface parking lots provided at a rate of roughly 50 spaces per field and 120 spaces for the recreation center, seating for baseball fields, restrooms and concession areas, trail connections to local and regional trails, and lighting for all sports fields.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: TREES: California sycamore (*Platanus racemosa*), southern California black walnut (*Jugans californica*), white alder (*Alnus rhombifolia*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), coast live oak (*Quercus agrifolia*); AMPHIBIANS: western spadefoot (*Spea hammondi*), pacific chorus frog (*Pseudacris regilla*); REPTILES: western fence lizard (*Sceloporus occidentalis*), orange-throat whiptail (*Aspidoscelis hyperythra*), southern alligator lizard (*Elgaria multicarinata*); BIRDS: California horned lark (*Eremophila alpestris actia*), southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegensis*), coastal California gnatcatcher (*Polioptila californica californica*); MAMMALS: coyote (*Canis latrans*); riparian vegetation which provides habitat for those species, and all other aquatic and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss of natural bed or bank, change in contour of bed, channel or bank, change in gradient of bed, channel or bank, change in channel cross-section (confinement or widening), loss of bank stability during construction, degradation or aggradation of channel, accelerated channel scour, increase of bank erosion during construction, change in composition of channel materials (large woody debris or substrate particle size), soil compaction or other disturbance to soil layer, restriction or increase in sediment transport, increased turbidity, short-term release of contaminants (e.g., incidental from construction), long-term release of contaminants (e.g., concrete, creosote, wood preservative leachates), change in water temperature, change in dissolved oxygen (DO), loss or decline of riparian and/or emergent marsh habitat, decline of vegetative diversity, loss or decline of instream channel habitat, loss or decline of instream woody material, change to, or loss or decline of natural bed substrate, disruption to nesting birds and other wildlife, construction pits and trenches that can capture terrestrial organisms, direct take of terrestrial species, disturbance from project activity, loss of connection to hyporheic zone, change in stream flow (Q), change in flow depth, width or velocity, change in percolation, and the permanent removal (fill) of 0.86 acre (0.11 acre of willow riparian habitat associated with Glass Creek, and 0.76 acre of upland vegetation associated with an unnamed ephemeral drainage (drainage GC3 on Figure 4)) of perennial and ephemeral streambed.



## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, Permittee shall contact DFG to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Agreed Work Activities. The agreed work includes activities associated with the Project Location and Project Description that is provided above. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Permittee with the City of Lake Forest Sports Park and Recreation Center Draft Environmental Impact Report (State Clearing House No. 2009061020), Dated December 2010, prepared for the City of Lake Forest, prepared by ICF International, and the Habitat Mitigation and Monitoring Plan dated February 2011, prepared for the City of Lake Forest, prepared by PCR Services Corporation, and shall be implemented as proposed unless directed differently by this Agreement.

### **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Vegetation Removal Seasonal Restrictions. To avoid impacts to nesting birds, including those species listed under the California Endangered Species Act (CESA) and Endangered Species Act (ESA), project activities that have the potential to disrupt active nests and construction activities adjacent to nesting habitat shall not take place within DFG jurisdictional habitats from February 15



through September 15, the "restricted work period", unless the DFG agrees to modify the restricted work period. If avoidance of the nesting bird season is not feasible, construction activities may occur during the restricted work period if a qualified biologist conducts a focused survey for active nests within forty-eight (48) hours prior to work in the area. The results of the survey shall be submitted to the DFG in the form of a written report via fax and/or e-mail and shall include the following information; dates of survey, total field time of survey efforts, map of survey routes, names of investigators, and if any active nests were found. If the survey identifies an active nest, a buffer shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated by temporary fencing, and shall be in effect throughout construction or until the nest is no longer active. The buffer around an active nest shall be 200 to 300 feet.

- 2.2 Sensitive Species Presence and Habitat Use. If coastal cactus wren or California gnatcatcher are found using habitat within the impact area or within 300 feet (ft) of the impact area during breeding season or within 100-feet of the impact area during non-breeding season, ground disturbance cannot begin until both gnatcatcher and cactus wrens have dispersed from the area. Clearance surveys shall be conducted weekly until it is determined that gnatcatcher and cactus wrens are no longer in the vicinity of the impact area. Survey work incorporating hand held equipment or work with hand crews (no mechanized equipment) may occur during breeding bird season without prior DFG approval.
- 2.3 Active Raptor Nests within Project Footprint. If an active raptor nest is located within 300-feet of the construction area after construction has begun, DFG shall be immediately notified and consulted in development of an appropriate plan of action.
- 2.4 Wildlife Corridor Protection. Construction activities in the vicinity of wildlife corridors (Glass Creek and associated riparian vegetation) shall not begin until 0700 hours and shall be completed before dusk of each day. Areas marked in green and listed as CDFG jurisdiction on Figure 4 are considered potential wildlife corridor.
- 2.5 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following: a species fully protected under state law; a species listed under CESA (Fish & G. Code § 2050 et seq.) and/or ESA (16 U.S.C. § 1531 et seq.); a species identified by DFG as a species of special concern; or any other species for which take is prohibited under state or federal law. No direct or indirect impacts shall occur to any protected species, except as may be authorized by a Natural Community Conservation Plan or one or more individual permits that authorize such impacts.



## **Wildlife and Habitat Protection**

- 2.6 Biological Monitoring. The Permittee shall assign DFG approved biologists to monitor the vicinity of active construction sites for California gnatcatcher, western spadefoot, coastal cactus wren, raptors, and any other sensitive species of wildlife. The biological monitors shall be approved by DFG and shall be on site during all vegetation clearing activities. If necessary, construction shall be halted or redirected from an area of concern if it is determined that the action is resulting in disruption of animal behavior (including feeding, nesting, mating, dispersal from a territory, etc.).
- 2.7 Woody Riparian Vegetation Protection. Woody perennial stream bank vegetation shall not be removed or damaged except as authorized by this Agreement. The disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Precautions shall be taken to avoid other damage to vegetation by people or equipment.
- 2.8 Impacts. The Permittee shall not permanently impact/fill more than 0.86 acre of streambed and associated riparian habitat under the jurisdiction of DFG without prior DFG approval.
- 2.9 Staging Areas. Throughout construction, all equipment, maintenance, lighting, and staging, shall occur outside of DFG jurisdictional habitat except for work sites within these areas authorized by this agreement. Areas considered DFG jurisdictional habitat are identified on Figure 4.
- 2.10 Night Lighting During Construction. No lighting shall be used at night without prior DFG approval. If approved, night-lighting shall be directed away from the ecologically sensitive areas and wildlife corridors mentioned above and shall be limited to the minimum amount necessary to complete the job (Also see 2.19).
- 2.11 Use of Herbicides. All herbicide use conditions for mixing, application, and clean-up shall conform to all applicable federal, state, and local regulations. Any application of herbicide shall be done by a licensed applicator in accordance with all applicable, federal, state, local laws, and procedures and/or guidelines. Herbicide mixing sites shall be located only in areas devoid of vegetation, and where there is no potential of a spill reaching a vegetated area or a stream.
- 2.12 Herbicide Application. The application of herbicides shall be conducted in such a manner to minimize overspray of herbicide on to adjacent native vegetation. Herbicide shall be applied only on calm days to prevent airborne transfer of the herbicide. The DFG recognizes small individuals of native woody species may be inadvertently damaged during invasive species removal activity. Should collateral damage occur, native woody vegetation shall be left to re-sprout.



- 2.13 Aquatic Environment Approved. Any herbicide used where there is the possibility that the herbicide could come into contact with water shall be approved for use in an aquatic environment.
- 2.14 Removal and Disposal of Non-Native Vegetation. Non-native vegetation shall be removed from the mitigation and enhancement areas and shall be disposed of legally in a manner which prevents its reestablishment and in a manner that does not negatively affect other sensitive native habitat.
- 2.15 Lighting of Sports Fields and Parking Areas. The Permittee shall submit a Lighting Plan prepared by a DFG approved electrical engineer to the Department no fewer than 60-days prior to commencement of grading. The Lighting Plan shall demonstrate the following:

Lighting of outdoor fields and courts shall be designed to have focused illumination and ensure minimal light trespass on the DFG jurisdictional areas of Glass Creek. Focused illumination shall be accomplished through any combination of methods, including, but not limited to, the use of hoods and/or cut-off lenses.

Parking lot and building lighting shall be designed to minimize spill light from the recreational facility perimeter and impacts to all DFG jurisdictional areas, and shall use energy efficient and low diffusion lighting to the extent practical.

Lighting along trails must be approved by in writing by DFG, shall be low intensity, shall ensure minimal light trespass, and shall be designed to meet the minimum needs for public safety.

All lighting shall be in accordance with mitigation measures AES-3 and AES-4 in the certified EIR for the Sports Park and Recreation Center. AES-3 reads, "During the installation of the lighting system, the City will retain a registered lighting engineer or lighting professional with certification that indicates proficiency in outdoor lighting design to provide onsite verification that lighting installation conforms to submitted plans. Verification after the completion of construction will ensure that all specifications in the lighting plan, including mounting heights, horizontal angle of luminary shields, spill light foot candles, and lumens, have been met." AES-4 reads, "Throughout the operation of the proposed sports park complex, the City will impose a lighting curfew to limit nighttime operational hours for field use. The imposition of a lighting curfew will help protect nighttime views for sensitive receptors by reducing the duration of operations to provide a light-free sky above the project site during later evening hours. All events will be scheduled to conclude before the curfew, and illumination of the playing fields will be permitted after curfew only to conclude a scheduled event that exceeded curfew due to unusual circumstances. The lighting curfew will be imposed after 10:30 p.m."



- 2.16 Delineate Work Area. The Permittee shall use temporary construction fencing to identify the agreed limits of disturbance within the stream and adjacent habitat, and shall have a DFG approved biologist oversee fence installation. All temporary fencing shall be removed at the conclusion of construction activities.
- 2.17 Eliminate Trench Hazards. Open trenches shall be inspected at the beginning and end of each work day by construction personnel or the biological monitor. If wildlife is discovered in an open trench, the biological monitor shall be summoned to safely remove said wildlife. At the end of each work day preceding a non-work day, open trenches shall be covered in a manner to prevent entrapment of wildlife or adequately ramped to provide for animal escape.
- 2.18 Encountered Wildlife. If any wildlife is encountered during the course of construction, the wildlife shall be allowed to leave the construction area unharmed and shall be flushed, hazed, or herded in a safe direction away from the work area(s).
- 2.19 No Night Work. Construction activities shall be limited to the period of daylight hours; no night work is authorized unless otherwise agreed to by the DFG.

### **Equipment and Access**

- 2.20 Location of Staging/Storage Areas. Staging/storage areas for equipment and materials shall be located outside of DFG jurisdictional habitat.
- 2.21 Equipment and Vehicle Spills and Contaminants. Any equipment or vehicles driven and/or operated within or adjacent to the stream (within 50-feet of flowing water) shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. The Permittee shall maintain all vehicles and equipment in proper working condition to minimize fugitive emissions and accidental spills from motor oil, antifreeze, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. The Permittee shall be responsible for spill material removal and disposal to an approved offsite landfill. The clean-up of all spills shall begin immediately upon observation of the spill, and immediately thereafter the DFG shall be notified of the spill and any clean-up procedures recommended by the DFG shall be followed by the person or persons completing the cleanup. Service construction equipment shall be stored at designated areas only. Service/maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills. A spill containment kit shall be available onsite for all fueling, maintenance, and construction activities.



- 2.22 Drip Pans. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream (within 50-feet of flowing water) shall be positioned over drip pans.
- 2.23 No Equipment Maintenance in Stream. No equipment maintenance shall be done within or near any stream (within 50-feet of flowing water) where petroleum products or other pollutants from the equipment may enter these areas under any flow.

### **Sedimentation, Pollution, Litter, and Cleanup**

- 2.24 Discharge of Water from Site. Silty/turbid water shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The Permittee's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation.
- 2.25 Keep Pollutants Out of Stream Zone. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any construction, or other associated project related activity shall be allowed to contaminate the soil and/or enter into or be placed where it may be washed by rainfall or runoff into, streams or lakes. Any of these materials, placed within or where they may enter a stream or lake shall be removed immediately upon observation of their presence. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
- 2.26 Litter and Pollution Control. All litter and pollution laws shall be followed. Fully covered trash receptacles with secure lids (wildlife proof) shall be installed and used in all work areas that may contain food, food scraps, food wrappers, beverage containers, and other miscellaneous trash.
- 2.27 Spoil Sites. Spoil sites shall not be located within a stream, where spoil could be washed back into a stream, or where it could cover aquatic or riparian vegetation.
- 2.28 Erosion. All exposed/disturbed areas within the project site shall be stabilized to the greatest extent possible. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used where ever silt laden water has the potential to leave the work site and enter State waters. Erosion control measures shall be monitored during and after each storm event. Modifications, repairs and improvements to erosion control measures shall be made whenever needed.



## **Fill Materials**

- 2.29 Import and Export of Fill Materials Fill materials may come from on-site sources or be imported. Fill construction materials other than on-site alluvium, shall consist of clean silt-free gravel or river rock. All fill material shall be free from contaminants such as trash, debris, or any other material deleterious to aquatic life or water quality. All gravel and fill material shall be certified weed free. All fill shall be heavily compacted.

## **Invasive Species**

- 2.30 Landscape Design. The project landscaping design shall limit plantings to non-invasive species, avoiding those species listed by the California Invasive Plant Council (Cal-IPC) in the California Invasive Plant Inventory (2007) (<http://www.cal-ipc.org/ip/inventory/index.php>).

## **Weather Restrictions**

- 2.31 Weather Restrictions. The Permittee shall monitor the five day weather forecast. If any precipitation is forecasted, work activities shall involve the securing of the site so as no materials may enter or be washed into the Glass Creek. The site shall be completely secured one day prior to precipitation, unless prior written approval has been provided by DFG. During active precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.

## **3. Compensatory Measures**

- 3.1 Mitigation for Authorized Permanent Impacts. Mitigation for permanent impacts to 0.86 acre of jurisdictional streambed shall consist of the following: impacts to 0.11 acre of willow riparian habitat associated with Glass Creek shall be mitigated at a 3:1 mitigation to impact ratio, by the creation of 0.33 acre of willow riparian habitat; impacts to the remaining 0.75 acre of ephemeral drainages shall be mitigated at a 2:1 mitigation to impact ratio, by the creation of 1.50 acre of ephemeral drainages. Additionally, the Permittee shall replace the 18 southern California black walnut trees removed at a 1:1 mitigation to impact ratio. The replacement black walnut trees shall be planted within the low flow channel areas of the mitigation areas illustrated on Figure 4, shall be a minimum of 1-gallon container stock size, and shall meet minimum success criteria of 100% survival for the first 3-years and 80% survival thereafter. All mitigation shall occur west of Glass Creek within the eastern portion of the project parcel (Figure 4).
- 3.2 Mitigation Installation. All mitigation shall be installed in advance of and/or concurrent with project impacts.



- 3.3 Success Criteria. To ensure a successful re-vegetation effort for permanent impacts, all plants shall be monitored and maintained for 5-years, or as necessary, to achieve the following basic success criteria: (1) the absolute ground cover of native species is represented by at least five dominant or co-dominant plant species, (2) the recruitment of native plant seedlings are documented to have occurred within the replanted areas, (3) a positive trend in the diversity and absolute ground cover of native plant species is observed based on appropriate statistical analyses that account for natural, year-to-year variations. The survival requirements of container plants used within the mitigation area will be 100% for the first year after planting, followed by 80% survival for years two through five. Additionally, 75% cover of native riparian woody perennials after 3 years and 90% cover of native riparian woody perennials at the end of the 5<sup>th</sup> year shall be required for mitigation signoff. If the survival and cover requirements have not been met, the Permittee is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5-years after planting. At the completion of the monitoring period, the mitigation site shall have received no supplemental irrigation for the two consecutive years prior to the completion of the monitoring period, nonnative plants shall not make up more than 10% of the entire cover of the site, no more than 5% of the site shall consist of bare ground, and the site shall be free (0% cover) of all invasive exotic plant species found on Lists A & B of the California Invasive Plant Council's list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999." This list includes such species as: pepper trees, pampas grass, giant reed, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom. A copy of the complete list can be viewed at <http://www.cal-ipc.org/ip/management/ipcw/categories.php#cdfaa>. Additional survival percentages shall be determined within the Habitat Mitigation and Monitoring Plan (HMMP) submitted in compliance with Condition 4.1.
- 3.4 Timing of Mitigation Planting. Mitigation planting shall be conducted during the wet season (i.e., October – March) to take advantage of high soil moisture for plant establishment and optimal spring and summer plant growth conditions.
- 3.5 Mitigation For Unauthorized Impacts. The Permittee shall mitigate at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that additional mitigation is required, the type of mitigation shall be determined by the DFG, and may include creation, restoration, enhancement and/or preservation.

#### **4 Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 Habitat Mitigation and Monitoring Plan. The Permittee shall submit a Habitat Mitigation and Monitoring Plan (HMMP) for DFG review no fewer than 60 days



prior to initiating project impacts. The HMMP shall be prepared by persons with expertise in southern California ecosystems and native plant re-vegetation techniques. The plan shall include, at a minimum: (a) the exact location of the mitigation site; (b) the plant species to be used, container sizes, and seeding rates; (c) a schematic depicting the mitigation area; (d) planting schedule; (e) a description of the irrigation methodology; (f) measures to control exotic vegetation on site; (g) specific success criteria; (h) a detailed monitoring program; (i) contingency measures should the success criteria not be met; and (j) identification of the party responsible for meeting the success criteria. The Permittee shall receive DFG approval of the HMMP prior to project initiation.

- 4.2 Annual Mitigation Monitoring Report. The Permittee shall submit an annual mitigation monitoring report detailing the status of the mitigation area. The report shall be submitted to the DFG by January 1 of each year for 5-years after the on-site restoration/planting. This report shall include: (a) the survival and height of trees; (b) the number by species of plants replaced; (c) an overview of the re-vegetation effort; (d) percent (%) cover of non-native species; (e) and photos from designated photo stations.
- 4.3 Mitigation Installation Report. The Permittee shall submit a report to the DFG, within 45-days after completion of site preparation and planting, acknowledging the completion of the installation phase of the mitigation and documenting its as-built status. The report shall include a plan or map diagram showing the mitigation area and the final as-built locations of plantings, irrigation, and any other installations. Photographs from representative vantage points shall also be included to document the as-built conditions.
- 4.4 Mitigation Signoff. If, after 3-years of monitoring, any of the restored areas meets the 5-year success criteria, the site has been free of irrigation for two years, and the DFG reviews and approves the mitigation status in writing, the Permittee may consider the site has been successful and cease monitoring.
- 4.5 Release From Maintenance and Monitoring Responsibilities. The Permittee shall not be released from these maintenance and monitoring obligations until such time as the Permittee has requested and received written concurrence from the DFG that the success criteria have been met.
- 4.6 Notification Prior to Work. The Permittee shall notify DFG, in writing, at least five days prior to initiation of construction (project) activities and at least five days prior to completion of construction (project) activities, each time project activities occur. Notification shall be sent to DFG's South Coast Office at the address above, ATTN: Streambed Alteration Program – SAA # 1600-2011-0037-R5.
- 4.7 Sensitive Species Observations. If any sensitive species are observed in project or monitoring surveys, the Permittee shall submit a California Native Species Field



Survey Form and survey map to the California Natural Diversity Database (CNDDDB) within five working days of the sightings. The form and instructions for completing the form are available on-line at [http://www.dfg.ca.gov/whdab/html/by\\_product\\_type.html#FieldForms](http://www.dfg.ca.gov/whdab/html/by_product_type.html#FieldForms). The form and survey map shall be sent to the DFG of Fish and Game, California Natural Diversity Database, 1807 13<sup>th</sup> Street, Suite 202, Sacramento, CA 95814, with copies sent to the DFG's South Coast Office at the address above, ATTN: Streambed Alteration Program – SAA #1600-2011-0037-R5.

## **CONTACT INFORMATION**

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other.

### To Permittee:

Mr. Robert C. Dunek  
City of Lake Forest  
25550 Commercenter Drive, Suite 100  
Lake Forest, California 92630  
(949) 461-3412

### To DFG:

Department of Fish and Game  
South Coast Region  
4949 Viewridge Avenue  
San Diego, California 92123  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2011-0037-R5  
Fax: (858) 467-4299

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.



This Agreement does not constitute DFG's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

DFG may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.



## **AMENDMENT**

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.dfg.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).



#### TERM

This Agreement shall expire on December 31, 2016, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

#### AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

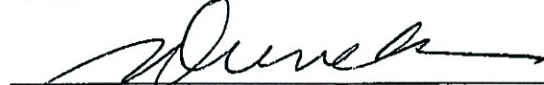
#### AUTHORIZATION


This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

#### CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

#### FOR THE CITY OF LAKE FOREST

  
Name: Robert C. Dunek  
Title: City Manager

  
Date

#### FOR DEPARTMENT OF FISH AND GAME

\_\_\_\_\_  
Stephen M. Juarez  
Environmental Program Manager

\_\_\_\_\_  
Date



Prepared March 30, 2011, by: Russell Barabe  
Environmental Scientist





**Figure ES-1**  
**Regional Location Map**











